

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN
DISTRICT OF MICHIGAN**

LOGICALIS, INC.,

Plaintiff,

Case No. _____
Hon. _____

vs.

SJP PROPERTIES COMPANY,

Defendant.

_____ /

COMPLAINT

Plaintiff Logicalis, Inc. (“**Plaintiff**” or “**Logicalis**”), by and through its undersigned attorneys, alleges this complaint against Defendant SJP Properties Company (“**Defendant**” or “**SJP**”), as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action for breach of contract against Defendant to recover damages for injuries suffered as a result of the Defendant’s breach of certain agreements entered into by the parties.

2. Logicalis and SJP are parties to a Master Solutions Agreement dated January 21, 2021 (“**MSA**”), which provided for the general contractual terms for all information technology services to be provided by Logicalis to SJP. A true and correct copy of the MSA is attached hereto as **Exhibit A**. The specific information technology services to be provided by Logicalis to SJP would be agreed upon through statements of work to the MSA.

3. On February 2, 2021, a Statement of Work for Managed Wireless Services (“**SOW**”) was entered into between Logicalis and SJP, which was incorporated by reference to the MSA. The SOW set forth in detail the services to be provided by Logicalis to SJP and the pricing to be charged to SJP by Logicalis. A true and correct copy of the SOW is attached hereto as **Exhibit B**.

4. On January 14, 2022, SJP sent a writing to Logicalis purporting to terminate all Logicalis services effective 30 days from receipt.

5. In accordance with the terms of the MSA and the SOW, certain termination fees were due to Logicalis from SJP upon termination. SJP did not pay the termination fees due to Logicalis.

6. In addition, SJP did not pay numerous outstanding invoices and charges due and payable under the MSA and SOW for services rendered by Logicalis. Attached hereto as **Exhibit C** is a true and correct spreadsheet of unpaid invoices from Logicalis to SJP in the total amount of \$79,867.61 (“**Past Due Amount**”), plus interest and attorney’s fees, which continue through the date hereof.

THE PARTIES & JURISDICTION

7. Plaintiff Logicalis, Inc. is a New York company with its principal place of business at 2600 West Big Beaver Road, Suite 150 Troy, MI 48084.

8. Defendant SJP Properties Company is a Delaware Corporation with its principal place of business at 389 Interpace Parkway, Parsippany, New Jersey 07054.

9. The MSA and SOW are governed by and shall be construed in accordance with the laws of the State of Michigan and state that all disputes or enforcement actions must be brought either in the federal court in the Eastern District of Michigan or state courts located in Oakland County, Michigan, with the parties irrevocably consenting to the personal jurisdiction and venue therein.

10. Because Defendant has expressly consented to this Court as a forum for any action related to the MSA and SOW, Defendant has availed itself of the laws of the State of Michigan. Therefore, this Court has personal jurisdiction over the Defendant and venue is proper.

11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(2) (diversity of citizenship). The amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between a corporate citizen of New York with a principle place of business in Michigan (Logicalis) and a corporate citizen of Delaware with a principle place of business in New Jersey (Defendant).

COUNT I
(Breach of Contract)

12. Plaintiff repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

13. The MSA and SOW are valid and binding contracts between Logicalis and SJP.

14. Logicalis provided the requested information technology services requested by SJP in the SOW.

15. Logicalis timely remitted invoices to SJP for services rendered under the MSA and SOW.

16. SJP is in breach of the MSA and SOW as it has not timely paid the invoices and not paid at all the termination fee, which constitute the Past Due Amounts, nor has SJP paid the interest and attorney's fees that has accrued since the Past Due Amounts came due and owing.

17. As a result of SJP's breach of the MSA and SOW, Logicalis has incurred damages in an amount greater than the Past Due Amount, as the Past Due Amount does not include late fees, interest, costs, expenses, and attorneys' fees accruing and due under the MSA and SOW through the date of judgment.

WHEREFORE, Plaintiff Logicalis, Inc. respectfully requests that this Court enter a judgment in its favor and against Defendant SJP Property Company, for:

- a) all unpaid amounts due to Logicalis from SJP for unpaid invoices; plus
- b) all unpaid amounts due to Logicalis from SJP related to the purported termination of the MSA and SOW by SJP; plus
- c) interest and late charges on each unpaid amount included in the Past Due Amount; plus
- d) all of Plaintiff's reasonable fees, costs, and expenses incurred in connection with the above-captioned action, including Plaintiff's reasonable attorneys' fees; plus
- e) such other and further relief as this Court deems just and proper.

Dated: October 9, 2023

Respectfully submitted,

HONIGMAN LLP

/s/Deborah J. Swedlow

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(Admission pending)

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